25X1 Approved For Release 2004/03/26 : CIA-RDP78B04747A002200020016-9

99265 Reg Office/NPIC PDS 4 pgs

1 DEC 1965

CONFIDENTIAL

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY	CONTRACT/TASK ORDER NO.
	25X1

ISSUING OFFICE (Sections A & E attached)

NAME	ADDRESS
25X1	Post Office Box 8043 Southwest Station Washington, D. C. 20024

CONTRACTOR

NAME	ADDRESS
25X1 25X1	25X1

CONTRACT FOR: Development of a wide-scan, high power Stereoviewer — AMOUNT: 25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

25X1 IN WITNESS WHEREOF, the parties hereto have executed this contract as of 8 October 1965.

SIGNATURES *(Type or print all names under all signatures)*

CONTRACTOR	THE UNITED STATES OF AMERICA
BY _____ TITLE	BY _____ CONTRACTING OFFICER 25X1
WITNESSES *(In case of corporation, witnesses not required, but certificate on the reverse must be completed.)*	

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DECLASS REVIEW by NIMA/DOD

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(SCHEDULE)

CONTRACT/TASK ORDER NO. [redacted] 25X1

SCOPE OF WORK:

The Contractor shall design and fabricate a wide-scan, High Power Stereo-viewer, to consist of an integral mount, light table and high intensity light source for use with a [redacted] Versatile Stereoscope in accordance with the DEVELOPMENT OBJECTIVES entitled AN ADVANCED LIGHT TABLE AND MOUNT FOR A [redacted] VERSATILE (INTERCHANGEABLE RHOMBOID) STEREOSCOPE, dated 10 February 1965, and in accordance with the Contractor's Proposal No. 635, dated 26 March 1965 with Alternate one (1), as revised 18 August 1965, said proposal, as revised being incorporated herein by reference and made a part of this contract. 25X1 25X1

In the event of any apparent conflict between the proposal, as revised, and the DEVELOPMENT OBJECTIVES, all differences must be submitted to the Technical Representative of the Contracting Officer for reconciliation.

PERIOD OF PERFORMANCE:

The period of performance under this contract shall be 8 October 1965 to 30 June 1966.

DELIVERABLE ITEMS:

1. Monthly narrative reports (five copies) to include:

   a. Current status of work
   b. Problem areas encountered
   c. Projected work for next monthly period
   d. Status of fund expenditures to end of monthly period
   e. Documentation of any verbal committments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

2. One (1) Prototype Advanced Light Table and Mount for [redacted] Versatile Stereoscope. 25X1

3. Directly reproducible manufacturing drawings and specifications.

4. Operating manual (3 copies)

DELIVERY:

1. In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from the said representative and one copy attached

NAME OF CONTRACTOR [redacted] 25X1

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to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment since the Disbursing Officer is prohibited from making payment without evidence of delivery.

2. a. Two (2) copies of all reports shall be forwarded directly to the Contracting Officer.

b. Three (3) copies of all reports shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

25X1

CONTRACT ESTIMATED COST:

The estimated cost of performance of the work under this contract exclusive

25X1 25X1

Costs in excess of this amount shall not be incurred without the prior written approval of the Contracting Officer.

CONTRACT FEE:

The target fee for performance of this contract shall be eight (8) percent,

25X1

The minimum fee shall be six (6) percent.

The maximum fee shall be fifteen (15) percent.

The amount of the fee as set forth in the contract is included solely for funding purposes. The final fee shall be calculated on the CONTRACT ESTIMATED COST set forth above and shall be based upon;

a. Application of a cost incentive on an *75-25 share line on all costs under or over the CONTRACT ESTIMATED COST.

b. A determination, to be made within thirty (30) days from the date of completion of this contract, by the Contracting Officer as to the quality of performance of the Contractor for the requirements of the contract. Performance evaluation shall be calculated upon the following percentage formula:

Adequate	Target fee
Good	Target fee plus two (2) percent
Excellent	Target fee plus four (4) percent
Superior	Target fee plus seven (7) percent

* Government Share

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

[redacted] 25X1

The attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause is incorporated in and made a part of this contract.

GOVERNMENT-FURNISHED EQUIPMENT:

For the purposes of this contract the Government agrees to furnish a [redacted] Versatile Stereoscope. 25X1 Use and accountability for such Government-furnished equipment shall be in accordance with Article 19, Section E of the attached General Provisions.

CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

SECURITY:

The equipment to be delivered hereunder is UNCLASSIFIED.

The association of the sponsor with the equipment being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

NAME OF CONTRACTOR

[redacted] 25X1

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